

Where Quality Is A Lifestyle

September 27, 2007

PROPOSAL #P640

Gentlemen:

You are requested to submit a proposal for Community Development Software as per the specifications, requirements and information contained herein. All required information shall be included with your proposal. Any exceptions to the specifications or requirements shall be clearly explained in your proposal.

All questions and inquires concerning this request for proposal or the specifications shall be addressed to Tim Jones, Director of Purchasing, 140 Stonewall Avenue West, Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The phone number is (770) 460-5730 extension 5420. Any deviations from this procedure for questions or information pertaining to request for proposal may result in your proposal being rejected.

Your proposal should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST
SUITE 101
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #P640
REFERENCE: Community Development Software

Proposals will be received at the above address until 3:00 p.m. Friday, October 12, 2007 in the **Purchasing Department, Suite 101.** Proposals will be opened at approximately 3:00 p.m., October 12, 2007 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered.

If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to, and all addenda for that request for proposal will also be mailed to those companies or individuals.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities, and minor irregularities in proposals received.

Sincerely,

Tim Jones, CPPO Director of Purchasing

TJ/tcb

GENERAL TERMS AND CONDITIONS

1. Preparation of Offers

- 1A. Offeror shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the offeror's risk.
- 1B. Each offeror shall furnish all information required. Erasures or other changes must be initialed by the person signing the offer. Offers must be signed by an authorized agent of the company.
- The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful offeror." The term "County" shall mean Favette County.

3 Submission of Offers

- 3A. Offers and amendments shall be enclosed in sealed envelopes, addressed to the office specified in the request for proposal with the <u>name</u> and <u>address</u> of the offeror, the reference and proposal number on the face of the envelope.
- 3B. The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening of the proposals as set out in the request for proposal unless specifically excepted to in your offer.
- 3C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified, at no expense to the County. Unless otherwise specified, samples will be returned at the offeror's request and expense if items are not destroyed by testing.
- 3D. Fayette County shall not be responsible for the premature opening of a proposal not properly addressed and identified by proposal number and reference and/or delivered to an improper destination.
- 3E. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

4. Evaluation of Offers

The evaluation of offers and the determination as to acceptability of products or services offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, references or other information prior to award.

5. Non-Collusion

Offeror declares that the offer is not made in connection with any other offeror submitting an offer for the same services, and that the offer is bona fide and is in all respects fair and without collusion or fraud.

6. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next lowest satisfactory offeror, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the County for cost to the County in excess of the defaulted contract prices provided, however, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Contractor to deliver materials or services within the time stipulated on his offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

7. Patent Indemnity

The Contractor guarantees to save the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the Contractor is not the patentee, assignee or licensee.

- 8. None of the various County agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
- 9. The County reserves the right to increase or decrease quantities shown without penalty.

10. Ability To Perform

The offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities as well as sufficient financial and human resources to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, then the offer of such offeror may be rejected.

11. Rejection of Offers

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of the offer.

- 12. All of the specifications and information contained in this request for proposal, unless specifically excepted to in writing and included with the offer, will form the basis of the contract between the successful offeror (the Contractor) and the purchaser. Caution should be taken by the offeror that all questions are answered in the spaces provided and all requested information is submitted.
- 13. Assignment of any contract resulting from this request for proposal will not be authorized.
- 14. This contract may be cancelled by either party upon submitting thirty (30) days written notice of intent to cancel to the other party.
- The proposal opening is open to the public. After the process is completed and an award has been made, information may be obtained in the Purchasing Department at .25 per page. Prices and other information will not be given out over the phone. If you would like the information mailed to you, the proper amount of postage along with the total price for copying the information shall be received in Purchasing in advance. Make checks payable to the Fayette County Board of Commissioners.
- 16. If your Company has not previously applied to get on the Fayette County Bidders List, to insure your company is not omitted from participation in future bidding, it is important that you contact The Purchasing Department at 770-460-5730 Ext.5420 immediately to find out how to be placed on the Bidders List. Participation in this request for proposal does not automatically place a Company on the Master Bidders List.

Additional Information And Instructions

- 1. Contractors are urged to visit the site to familiarize themselves with site conditions. If a proposal is submitted it is understood that the contractor is acknowledging his acceptance of all site conditions.
- 2. The successful contractor shall be required to warranty his work for a period of at least one year after final acceptance by Fayette County of the work performed by the successful contractor.
- 3. Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.
- 4. The proposal made by any company or firm must be signed in a legal manner in the name of such company or firm by a duly authorized officer, member or representative, whose name and representative capacity shall be stated, and the address of the principal place of business must be shown.
- 5. If the work described in this request for proposal is for roadway improvements and the proposed price is \$5,000.00 or greater or if the proposed price for any other type work is \$20,000.00 or greater, then a contract performance bond and a payment bond, each equal to 100% of the contract price with surety company satisfactory to the County, must be provided by the successful contractor by a surety company qualified to do business in Georgia. Bond given shall meet the requirements of Georgia Code Section 36-82-100 to 105. The bond shall be submitted in the name of the Fayette County Board of Commissioners prior to the work being commenced.
- 6. Include with your proposal a list of three (3) jobs that your company has done that is of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, phone number and the date job was completed.
- 7. Successful contractor must be insured.

PLEASE FILL OUT AND RETURN WITH YOUR PROPOSAL THE LAST PAGE OF THIS REQUEST FOR PROPOSAL. IT IS CALLED THE INFORMATION PAGE.

INSURANCE REQUIREMENTS

The successful contractor shall, without expense to the County, carry the following to be in effect throughout the term of the contract:

- 1. Third party property damage insurance in such amounts as are deemed adequate by the County and Board of Commissioners against all losses, cost, damages, claims, expenses, or liability whatsoever because of accidental injury or damage to person or property occurring in the course of or as a result of performing the duties of this contract, and any and all matters incidental thereto. A minimum amount of coverage in the amount of \$500,000.00 is required; although, additional coverage may be required depending on the nature of the work to be performed. The successful contractor shall also carry adequate Workman's Compensation Insurance covering all employees engaged in performing the duties and responsibilities of this contract.
- 2. Public Liability and Property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions as specified in this request for proposal fully insuring the successful contractor for liability for injury to or death of county employees and third parties, extended to include personal injury liability coverage, and damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00 with an umbrella policy in the amount of one million dollars, \$1,000,000.00.
- 3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

A copy of the certificate of insurance for the aforementioned shall be submitted with your proposal. A request will be sent to the agent or the insurance company of the successful contractor to notify Fayette County 30 days prior to cancellation of or upon any material change in coverage of the aforementioned insurance coverage prior to the work being completed. No award will be made until proof of the insurance coverage is submitted.

FAILURE TO PERFORM

It is important to note that if a company is awarded all or part of this request for proposal, Fayette County expects the successful company to totally fulfill the contract and perform all duties thereunder satisfactorily, for the duration of the contract. Failure to so perform will result in said company being removed from the Fayette County Bidders list for that commodity.

COMMUNITY DEVELOPMENT SOFTWARE SPECIFICATIONS

A. PURPOSE

The purpose of this Request For Proposal (RFP) is to solicit proposals from highly qualified and reliable Companies, experienced in the development of software applications that encompass all aspects of Community Development including such aspects as Engineering, Planning, Zoning, Permitting, Inspections, and Code Enforcement.

B. BACKGROUND

Fayette County is located about 30 minutes south of downtown Atlanta. Fayette County Government employs approximately 750 people who provide services for approximately 100,000 citizens.

The three departments which are largely involved with Community Development are Building Permits and Inspections, Engineering, and Planning and Zoning. These departments would be the primary users of the software applications.

The Building Permits & Inspections Department is responsible for issuing building permits in unincorporated Fayette County as well as in the towns of Brooks and Woolsey. The Department conducts inspections of these structures to ensure compliance with building codes. Approximately 13,000 inspections are performed each year with an average of a little more that 1,000 permits being issued annually. The Department consists of five administrative employees and seven field inspectors.

The Planning and Zoning Department is responsible for developing long and short range plans to guide the growth of unincorporated Fayette County and the administration of regulations that implement these plans for growth. Planning functions include the administration of the Fayette County Comprehensive Plan which is the central document used as a guide for the overall development of the unincorporated county. Zoning functions include the regulation of development in unincorporated Fayette County through the Fayette County Zoning Ordinance. The Department consists of six administrative employees.

The Engineering Department's primary function is to implement and enforce the Development Regulations and Subdivision Regulations, which are used to regulate development in the unincorporated areas of Fayette County. This is accomplished through the plan review process coupled with field inspections and enforcement. The Department consists of five administrative employees and three field technicians.

While these departments are the central agencies in terms of regulation of real estate development in unincorporated Fayette County, other County Departments such as Environmental Health, Fire and Emergency Services, Marshals, Public Works, Sheriff's Office, and the Water System are involved in the process as well. Consequently, we estimate an additional twelve employees may need access to the Community Development Software.

C. PROJECT SUMMARY

Fayette County Government is soliciting proposals from highly qualified and reliable Companies, experienced in the development of software applications that encompass all aspects of Community Development including such aspects as Engineering, Planning, Zoning, Permitting, Inspections and Code Enforcement. The proposed solution will be required to manage a variety of activities including but not limited to issuing permits, performing inspections, reviewing development plans, and enforcing code/ordinance requirements. It is our intention to replace our current Building Permits and Inspections COBOL System with a Windows based software package solution. We have approximately 4,200 permit records from 2004 to the present that will need to be converted. We are looking for a complete Community Development software system that will provide the technology and tools needed to increase efficiency, effectiveness, and productivity in our Building Permits and Inspections, Engineering, and Planning and Zoning Departments. Our goal is to purchase a software solution that will serve both the needs of our citizens and employees by integrating with existing software and applications, and providing accessibility via phone lines and the Internet.

D. RFP EVALUATION

It is important that the responding company's response be clear, concise, and complete so that the evaluators can adequately understand all aspects of the proposal. The responding company's must exhibit a sound understanding of this RFP. The level of detail described and the associated cost for each task and problem area will provide insight into the responding company understandings. Proposals will be evaluated as to completeness of response, compliance with solution requirements, flexibility, scalability, redundancy, manageability, integration with other systems, and the functionality of the Vendor's software product as it relates to meeting the requirements of the request for proposals.

The evaluation process is not designed to simply award the contract to the lowest cost Vendor. Rather, it is intended to assist the County in the selection of the Vendor with the best combination of qualifications, professional attributes, experience, relevant skill-sets, software package, and proposal price.

The submitted response will be the primary source of information used for the system evaluation, and upon selection becomes a part of the contract, should the Company be awarded the contract. Selected companies that receive the highest initial ranking will be invited to give a live demonstration of their proposed software solution. The presentation is to last no more than 45 minutes with a question and answer session to follow.

The following is a list of the required minimum components that will be used by the evaluation committee to evaluate the proposals:

- 1. Summary of Vendor's Qualifications and Experience
- 2. Project Description
- 3. Completion of the Proposal Solution Check-Boxes
- 4. Implementation Plan
- 5. Outline of Service and Support
- 6. Pricing Sheet
- 7. References

E. REQUIREMENTS

1. Summary of Vendor's Qualifications and Experience

To be considered, any person, firm, or corporation responding to this RFP must have a thorough understanding of all the activities related to Community Development including but not limited to issuing permits, performing inspections, reviewing development plans, and enforcing code/ordinance requirements as it relates to a local government environment.

Each company that submits a proposal is asked to provide evidence of successful past performance in the installation and post-support of systems of the scope and nature defined in this RFP.

The successful company shall perform all services with in-house personnel of the successful company. The successful company shall assign a project manager to develop project plan and timelines. No portion of the contract resulting from the award of this RFP may be assigned or sublet without the prior written consent of Fayette County.

2. Project Description

The proposal is to include a Project Description that gives an overview of the total proposed solution, its methodology, applicability, and benefits. All hardware system minimum and recommended requirements including server, database, workstations, and network needs must be listed. The responding company is asked to describe the programming languages and Internet technologies to be used. This document must be signed by a person authorized to make contractual obligations on behalf of your agency.

All exceptions are to be clearly identified. Written explanations are to include the scope of the exception, the ramification of the exception, and a description of the advantage to be gained or the disadvantage to be incurred, as a result of the exception. Any cost impact associated with an exception must be identified and included on the Pricing Sheet. Failure to note an exception denotes full acceptance and compliance of the requirements of this RFP.

3. Completion of Proposal Solution Check-Boxes

Indicate 1, 2, 3, or 4 in the boxes provided as follows:

- 1 Provided With Software
- 2 Not Provided With Software
- 3 Can Be Provided At an Additional Cost. The additional cost shall be clearly stated.
- 4 Partially Provided (Explanation Required)

General:		
	Custom setup and reporting.	
	SQL server database.	
	Export reports to pdf file format.	
	Custom queries of database and user-defined fields.	
	User-defined security, differential rights distribution, role designation, and use options.	
	Detailed audit reports showing user activity.	

Allow for default values to be defined (e.g. city, state, zip code).	
Provide internal notifications and alerts to users of various activities.	
System integrates with ESRI shp files and/or ArcSDE.	
System supports inspection route planning.	
System supports internal merging functionality for generating mass mailings/reports/notifications.	
Automatically updates permit numbers on January 1 st of each year (e.g. permit number 2006-1135 issued on December 31 and 2007-0001 issued on January 1).	
Ability to cancel or void permits and/or inspections without complications in number reporting. The specific permit number will not be reused if voided.	
Ability to change, add or remove types of inspections, fees, etc.	
GIS route planner.	
Mobile field inspection functionality. Ability for portable devices to be used in the field in real time. Functionality to include store and forward (capability to work in an offline environment as well as live).	
Automatically receipt in MUNIS Software.	
Windows Vista compatible.	
Automatic invoice creation.	
Automatic receipt generation.	
Automatic fee calculation.	
Ability to pay selected fees.	
User-defined workflow processes.	
Bond issuance and tracking (multiple bond types).	
Ability to affix attachments supporting permits, inspections, and code enforcement	
Contractor and Design Professional expired license notification.	
Standard process for creating notification letters, invoices and receipts.	
Built-in document imaging.	
Fully integrated with other software modules to ensure flagging/identification of delinquent land parcel and owners/contractors.	
Recommendations of hardware products that work best with software or are supported / evaluated.	

Reportin	g:
	Setup automatic weekly and monthly reporting where software automatically flags designated user that reports are ready for distribution. Designated recipients include the following: Board of Education Planning and Zoning Administration Assessor Finance Builder's Association
브	U.S. Census Bureau (see attachment "U.S. CENSUS" for requirements).
	Automatic notification (via email?) of upcoming permit expirations without the need to run a query.
	Automatic certified mail tracking for enforcement actions. User will record the date sent and date the certified mail was received and indicate the deadline/timeline for the abatement of the conditions indicated. At the end of this predetermined deadline, the System will provide an automatic notification to verify.
	ISO Categories – Additions ,renovations, new buildings, manufactured/modular, building related and non-building related at a minimum.
	Ability to modify forms or create custom forms.
	Track number of plan reviews, permits issued and inspections using the Insurance Services, Inc. (ISO) format (see attachment "ISO REPORTS"). Do not report cancelled permits, plan reviews and inspections. Must report (B) Building, (P) Plumbing, (E) Electrical, (FG) Fuel Gas, and (M) Mechanical separately for both Residential and Commercial.
	Automatic subcontractor notification that a permit has been applied for listing them as a subcontractor.
	Need ability to query user defined fields and generate reports from user defined fields.
Plan Re	view Management:
	Unlimited plan type management.
	User-defined plan review type prefix.
	User-defined custom plan review fields, plan review checklist, code violation database
	User-defined plan status values.
	Comprehensive departmental workflow management.
	Plan review notes to Inspector that will generate on certain inspection tickets.
	Ability to link files / builders accounts to images, e.g. pre-approved Engineering designs, pre-approved plans, etc.

	Ability to store pre-approved plans and link option matrix to plans.		
	Ability to store plans and options to SKU numbers.		
Permitti	ng:		
	Unlimited permit types. Approvals from Planning and Zoning, Engineering, Health, and Fire required properties to permit issuance.		
	Approvals from Planning and Zoning, Engineering, Health, and Fire required to issuance of a Certificate of Occupancy.		
	Ability to issue permits up front at time of Application.		
	Set up permitting and link to ISO for the following categories: Building Electrical Fuel Gas Plumbing Mechanical Swimming Pools Fences and Walls Manufactured Building Amusement Rides Demolition New Building Additions Renovation Stand Alone Footing / Foundation Only Residential Commercial		
0	Set up for sub-permit types linked to the same permit number: Building (permit # 07-1126-B) Plumbing (permit # 07-1126-P) Mechanical (permit # 07-1126-M) Electrical (permit # 07-1126-E)		
	Ability to store, create, print templates, import / export data into / from templates for certificate of occupancy, stop work orders, etc.		
	Ability to update existing permits.		
Inspecti	ons:		
	Provide the following options for inspection results: Approved		
0	Partial Approval or Approved w/exception		
0	Disapproved		
0	Disapproved w/penalty Cancelled		

0	Delete		
	Inspection Ticket (see attachment "INSPECTION TICKETS" for format).		
	Include "scope of work" and "flags".		
	Include a designated area to indicate a special note to the inspector (e.g. superintendent's phone number, security gate code, special time request, etc.).		
00000	Include codes for inspection results that the inspector can quickly circle in lieu of writing out each time as follows: AP = Approved AE = Partial Approval or Approved w/exception DA = Disapproved DP = Disapproved w/penalty CA = Cancelled DE = Delete		
	Indicate code cycle used (e.g. 2006 IRC).		
	Provide mechanism to prevent inspections from being scheduled when there is a hold on the permit (e.g. unpaid fees, clearances not approved, etc.).		
	Provide mechanism (inspection protocol) to prevent inspections from being scheduled without previous required inspection approvals or partial approvals (e.g. prevent scheduling a Final Building Inspection prior to Footing Inspection approval).		
	Auto inspection assignment based on inspector status and qualifications or other criteria.		
	Ability to print daily inspection assignments (summary).		
	Database for common turn downs / custom.		
Online P	ublic Access:		
	Provide security by account # or pin # so that only the permit applicant or contractor can view and schedule inspections online.		
	Ability for public to apply, pay for, and be issued "simple" permits online within a pre-defined scope (e.g. water heater replacements).		
	Ability for public to run and print report canned reports only (e.g. number of permits issued within a time period).		
	Ability for public to check the status of a pending permit application and/or plan review (e.g. the departments that have reviewed, approved, denied the application, etc., and the current location of the application and/or plan review).		
	Ability for the public to schedule, cancel, and view status of inspections including discrepancies noted during an inspection.		
	Apply cutoff time for scheduling inspections or automatically schedule for the next business day if cutoff is exceeded.		
	Apply cutoff time for canceling an inspection.		

	Ability to file a complaint and route via e-mail.	
IVR:	Unlimited incoming calls. Toll-free number. Ability for public to call and receive a fax indicating plan review and/or inspection status, discrepancies, etc. Automatic inspection scheduling and canceling via a touch tone phone. This system must tell the user if an inspection will not be scheduled because it is out of sequence, fees are due, prior approvals or clearances are necessary, etc. Automatic call-back feature that calls the requestor and indicates the result of the inspection for a specific inspection at a specific location. Only the simple inspection result needs to be indicated, not the itemized correction items (e.g. approved, cancelled, disapproved, etc.).	
Automat	Automatically notify the permit applicant, owner, contractors, and design professionals via email or fax the following: Date application was submitted and received, listing the email recipient's specific role (e.g. applicant, owner, contractor, or design professional). Date plan review initiated. Date plan review approved (note that the permit is not ready for issuance; wait for further notification) or Date plan review disapproved (include itemized corrections). Date plan review corrections received. Repeat this pattern until plan review is approved or expired. Date application process completed and ready for permit issuance (include fees due). Provide notification to software operator if an email was not sent or if a designated party does not have an email address entered in the system. Ability to turn on/off certain functions as needed.	
Code En	forcement: Unlimited user-defined case types. Auto-generated case numbers. Maintain electronic copy of complete text of code violations. Ability to store / link photos to case. Reporting.	

4. Implementation Plan

Proposal must include a detailed plan, describing the involvement of County staff and the time lines for conversion of data, implementation, testing, acceptance, and invoice scheduling. Vendor is asked to specify the length of time that parallel processing must be performed during the testing stage. The County will generate a punch list outlining any adjustments, alterations or omissions of the system, in compliance with the specifications of the contract. This list may include software, maintenance, procedures, documentation, training, questions and/or problems. Acceptance approval of the system and final payment is contingent upon resolution of all listed items.

Each responding company shall describe their plan for migration from the current system to the proposed system with minimal disturbance to the daily operations of the work environment. All installation activities must be coordinated with the designated representative of the County.

The successful company shall cooperate and work with other companies providing associated services to the County, to provide the services detailed in this RFP. The County shall be immediately informed of any delays or issues that would interfere with providing the services set forth herein due to disputes between the successful company and a company providing associated services to the County. These disputes will be investigated and resolved by a person or committee appointed by the County. The County's decision shall be final and binding upon all parties.

The successful company shall provide on-site training as need for County staff to be proficient on the proper use of the software and other components, as well as instructions on routine maintenance activities, basic trouble-shooting, problem reporting procedures, network operation procedures, and backup procedures.

The successful company shall provide basic system administration training to County support personnel and hands-on training for the end user.

5. Outline of Service and Support

The successful company is expected to be responsible for the system as a whole and must be willing to troubleshoot problems to identify cause – regardless of the source. Planned downtimes for service, maintenance and updates must be coordinated with the designated County representative.

Each responding company is asked to describe their help desk policy, hours of operation and estimated response time for analyzing problem situations, answering technical questions, and providing technical assistance.

Communication is an essential component of the relationship between the successful company and the County. Information shall be transmitted between both parties in a timely manner using all available resources.

Each responding company is asked to define the protocol to be used in an emergency situation and the response time guarantees for assistance or service needed outside of normal business hours.

The successful company shall be able to remotely dial into the system and work with County personnel to diagnose and/or resolve failures.

Each responding company is asked to define the length of time that support can be guaranteed on the proposed system after the date of installation.

The successful company shall provide training to administration and support staff, and the end user in the proper operation of software, and methods of troubleshooting and solving problems.

The successful company shall address all recurring service problems by providing patches, and/or upgrades to correct such problems.

Responding company is asked to outline the terms of the warranty.

Responding company shall include in the RFP response, a proposal for an annual Service and Support Agreement for a 3 year period starting at the conclusion of the warranty period, extendable at the County's option. The Service and Support Agreement shall include regularly scheduled updates for the software. Each responding company is required to be specific on coverage, cost, and the hours of coverage. Any cost for services not covered by the annual support agreement needs to be defined. Should the County elect to accept the Service and Support proposal; a separate contract will be drawn up and executed.

The successful company shall provide system overview documentation, written instructions and software documentation.

6. Pricing Sheet

Responding company shall submit a Pricing Sheet (see attachment for format) that identifies, quantifies and prices each deliverable item needed for the successful completion of this project. The list may include, but is not limited to, software, optional modules, materials, equipment, licenses, online public access portals, data migration and conversion, customization fees, training, maintenance, shipping costs, delivery, and installation. Proposal shall state whether or not backup and restoration services are part of the contract. The proposal shall contain line items for all components of the proposed system.

The cost for the Service and Support Agreement is to be itemized for years two through four.

The County will not be liable for any costs beyond those listed in the proposal and awarded. Time and materials quotes will be unacceptable.

Capacity requirements are the best estimates currently available, and are subject to change prior to completion of the installation of the system. The County reserves the right to modify quantity and configuration requirements.

No additional fee will be paid for a reasonable number of changes or minor additions to the work. No payments will be made for any other services unless written authorization is received from the County prior to the commencement of any such work.

A contract can be executed only to the extent of the monies appropriated and available for the purpose described herein. It is understood that no representation by any public employee or officer, creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this RFP. In the event no funds or insufficient funds are appropriated and budgeted for any portion of this RFP, the County will be obligated to make payment only for services and materials for which funds have been appropriated and budgeted if an award is made.

The payment schedule plan will coincide with the implementation, testing and acceptance of the main deliverables as identified in the project implementation plan. A 10% retainer of the total cost of the project will be held by the County until final acceptance of the system. Responding company is asked to define their payment schedule.

7. References

Vendor is required to submit a list of references for the three most-recent projects of the scope and nature defined in this RFP. Preferred references are city/county government agencies within the state of Georgia that use MUNIS software for Financials and ESRI's GIS software. References are to include the company name, a contact name, phone number, and email address.

F. RFP INSTRUCTIONS

1. Submission Details

All proposals must received by the due date. Late responses will not be accepted.

The County reserves the right to cancel or reissue the RFP. The County also reserves the right to change the RFP schedule or issue an addendum to the RFP at any time. Addendums will be posted on the County's website: www.fayettecountyga.gov/purchasing/bids_purchasing.asp.

The County's responses to formal questions will be provided to all who were sent an RFP and by posting the questions and responses as an addendum on the County's website: www.fayettecountyga.gov/purchasing/bids purchasing.asp.

By submitting a proposal, it is inferred that the responding company has read and understood the request for proposals documents. Should any responding companies be in doubt as to the meaning of any portion of this RFP, questions should be submitted as directed herein.

Responding company shall submit a clearly marked original, plus 4 (four) additional copies of their proposal. Each submitted proposal should contain a table of contents.

2. Costs

Any and all costs incurred by responding companies with respect to submitting a proposal, including travel and personal expenses, are the sole responsibility of the responding company. There shall be no reimbursement for same on the part of Fayette County.

3. Property of Fayette County

All proposals and other material submitted become the property of the County and become public record. They may be returned only at the County's discretion. The County reserves the right to use any ideas presented in response to the RFP. Public records are, by law, open to inspection by the public.

4. Award of Proposal

The County shall be the sole judge of the acceptability of a response, and is under no obligation to accept the lowest cost proposal, or any conditions imposed by the responding company as a requirement of acceptance.

The information contained in the proposal submitted by the successful company will form the basis of negotiation for a contract. Therefore, responses should be submitted initially with the most favorable terms that the responding company can propose. Fayette County reserves the right to issue a contract without further negotiation using the data contained in this RFP. The contract shall consist of the Request for Proposal and any amendments, and the proposal submitted in response to this RFP.

Proposals opened and read shall remain irrevocable for a period of 90 days. The award of the contract shall be made as soon as practicable after the opening.

A committee will evaluate the technical aspects of each proposal including functionality, capacity, flexibility and pricing in a manner consistent with the evaluation criteria. Consideration will be given to how well the company's proposed solution meets the needs of the County.

The County reserves the right to reject the proposal of a responding company who, in the opinion of the County, is not in a position to adequately perform the contract.

A responding company who wish to challenge the award of the contract must submit their challenge in writing to the Director of Purchasing within 7 (seven) days of the date of the posting of the award. Notification of award of the proposal will be posted on Fayette County's web site — www.fayettecountyga.gov. The written challenge must be accompanied by a non-refundable protest or appeals fee of \$500.00 made payable to Fayette County Board of Commissioners. Said fee is intended to partially recover the administrative and legal costs to the County of reviewing and analyzing the protest.

PRICING SHEET

DESCRIPTION TOTAL PROPOSAL PRICE Community Development Software State Length and Nature of Warranty State Time Needed To Complete The Work After Notification of Award: State Payment Terms_____ State Length of Time After Proposal Opening Proposed Prices Shall Be Held Firm: _____ Days

Company Name_

INFORMATION PAGE

Company	
Authorized Representative	
	(Print or Type)
Authorized Representative	
	(Signature)
Title	
Mailing Address	
Phone Number ()	Fax Number()
Date	

If you do not submit a bid, indicate in writing your reason(s) why and return that information to the Purchasing Department. Failure to do so may cause your company's name to be removed from the bidders list.